

to prevent. Fed. R. Civ. P. 26(c)(1)(H) (permitting courts to enter orders that specify terms for disclosing information or that require information be revealed “only in a specified way” to prevent undue burden or expense).

Netflix’s strong interest in protecting its film is not outweighed by Plaintiff’s bewildering desire “to have the public fully review every aspect of the dispute, including the Film,”² which Plaintiff claims is defamatory. For starters, if accepted, Plaintiff’s consistent invitation to grant the public liberal access to the film will destroy his claims. “The consent of another to the publication of defamatory matters concerning him is a complete defense to his action for defamation.” *Rouch v. Cont’l Airlines, Inc.*, 70 S.W.3d 170, 172 (Tex. App.—San Antonio 2001, pet. denied) (internal quotations omitted). While Netflix wouldn’t typically interfere in Plaintiff’s self-destruction, Netflix does object to the mutually assured destruction Hazlewood seeks (e.g., the destruction of Hazlewood’s claims and federally granted rights to exclude others from obtaining copies of the film that aren’t expressly authorized). As Hazlewood all but concedes in his response, he is simply trying to use his private action and “private spite” to accomplish an improper and damaging purpose—something courts routinely refuse to do. *Cf. Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978) (explaining how courts have always limited public access to court records to ensure records aren’t used to “gratify private spite,” “to serve as reservoirs of libelous statements for press consumption,” or “as sources of business information that might harm a litigant’s competitive standing”).

In its motion, Netflix cited two cases in which other federal courts sealed copyrighted materials streamed on Netflix that, as here, were central to the resolution of the parties’ claims.³ And in his response, Plaintiff does nothing to show

² Doc. 12 at 2.

³ Doc. 12 at 3

those orders were wrong. In fact, he says nothing about them (despite demanding to see them before making Netflix file an opposed motion).

As in those prior cases, Netflix's motion to lodge sealed copies of the visual materials at issue with the Court is as much for the Court's convenience as Netflix's. The only alternative to sealing the film in the Court's record would be to hold a hearing each time the Court wanted to view the film and compare its scenes to Hazlewood's (hyperbolic) allegations. But that would be a waste of everyone's resources. The Court should therefore grant Netflix's motion and allow Netflix to file copies of the film *The Hatchet Wielding Hitchhiker* under seal.

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Respectfully submitted,

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